

Terms and Conditions of Use for Swisscom Public WLAN

1. General information

Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom") offers wireless Internet access at selected sites (hereinafter referred to as "Hotspots") under the name "Swisscom Public WLAN". The Hotspots are operated either by Swisscom itself or its contractual partners. A current overview of all the Hotspots can be found on the Swisscom website or www.hotspots.ch.

2. Contractual provisions

The Contract or, for existing Swisscom Customers, the Contract Supplement regarding the usage of Swisscom Public WLAN is concluded between the Customer and Swisscom. These Terms and Conditions of Use for Swisscom Public WLAN apply in addition to the General Terms and Conditions for Services of Swisscom (hereinafter referred to as "GTC" and published at www.swisscom.ch); for Swisscom Internet customers, these are also supplementary to the Special Conditions Internet and shall take precedence over these other contract elements in the event of any contradictions or ambiguities, in particular with respect to data protection, guarantee, liability, modifications, place of jurisdiction and the applicable law as laid out in the GTC.

3. Performances by Swisscom

3.1 Internet access; registration

Swisscom provides Internet access at Hotspots that a customer who has registered successfully may use by means of wireless LAN technologies that are commonplace in Switzerland (e.g. Wi-Fi certified devices). Swisscom provides the interface for registration with Swisscom Public WLAN for Internet access, whereby the Customer logs on manually or automatically – depending on the offer – with information requested by Swisscom. Swisscom provides a customer hotline.

Calls from within Switzerland: Hotline no. 0800 800 800 (free of charge)

Calls from abroad: Hotline no. +41 62 286 12 12 (the usual roaming charges apply)

Swisscom shall remedy any faults occurring within its sphere of influence as quickly as possible.

3.2 Security

Internet access is intended primarily for private use and is **usually unsecured, or only weakly secured** (e.g. only with standardised encryption technologies that are widely implemented by most devices). **Swisscom expressly points out that such standardised encryption technologies as may be provided between a device and WLAN antenna provide only weak protection against access by third parties.** To access sensitive information or company data (e.g. Intranet, Office applications, personal data, etc.) over a WLAN or PWLAN connection, Swisscom recommends the use of appropriate security software on the mobile device and end-to-end encryption of data. **The Customer is responsible for ensuring that the connection is secure by using appropriate technologies (e.g. VPN software).**

3.3 Restrictions

Swisscom makes no guarantees as to availability, freedom from interference, data transfer quality, or minimum bandwidths. Inasmuch as a Hotspot advertises transmission rates, these are provided on a best effort basis offered to the totality of such Hotspot users and cannot be guaranteed. Apart from data speed restrictions within certain Swisscom Public WLAN offers, there may be further restrictions due in particular to the network technologies used, outside influences, structural conditions at the site, and distance to a nearby WLAN antenna. In addition, Swisscom cannot guarantee that information transmitted over the Internet (e.g. e-mails) will arrive at the Customer or at the recipient. There may be further restrictions on Internet access due to statutory regulations. In Hotspots in sites operated by contracting partners of Swisscom such partners may offer additional and geographically limited offers that may differ from Swisscom offers in terms of cost, usage duration, data volumes, data speeds and registration process. The registration is usually offered via a separate WLAN name (SSID). Use of such an offer by the Customer connotes acceptance of possible differences in performance and cost, as well as of the contracting partner's different terms and conditions of use.

4. Obligations of the Customer

4.1 Registration process

The registration process varies depending on the type of login (currently Swisscom Login, credit card, PWLAN Value Cards, NATEL Login). Certain types of login require an app to be downloaded, or the presence of certain features and information necessary for identifying the Customer. Where personal information about the Customer is required in order to register, the Customer is obliged to provide truthful details.

4.2 Legally and contractually compliant use; responsibility for content and use

Use of the publicly accessible Internet is at the Customer's own risk. Further reference is made to sections 3 and 6 of the GTCs.

4.3 Handling security elements

The Customer is responsible for the use of registration information provided or employed for the access and the subsequent use of Swisscom Public WLAN access. The Customer shall take due care in protecting PIN codes, passwords, Swisscom Public WLAN keys and other security elements allocated to him/her, all of which are required for registration, from being accessed by third parties.

4.4 Protective measures

Customers shall protect their devices and information against unauthorised access by third parties. Encrypting data improves the confidentiality and reliability of information. Suitable protective measures (firewalls, antivirus software, VPN software) can make it more difficult for unauthorised third parties to access the network connection and thus obtain a customer's data. The Customer shall be responsible for initiating such measures.

Access to company data (Intranet, Office applications, etc.) usually requires appropriate security software on the mobile device and the desired server. Since this solution employs additional third-party software, Swisscom cannot be held responsible for its functioning.

The Customer shall also initiate measures to prevent unauthorised access to third-party systems and the transmission of computer viruses. Should Swisscom Public WLAN access cause interference or damage to equipment and systems belonging to Swisscom or third parties, Swisscom may discontinue the provision of services without prior notice or compensation, and reserves the right to assert claims for damages caused.

4.5 Electromagnetic fields

Transmission and receiver stations as well as mobile devices generate electromagnetic fields that may interfere with the functioning of other devices. To minimise interference, safety measures specified by the manufacturer must be observed.

5. Personendaten, Cookies

5.1 Risks of Internet use with regard to personal data

Swisscom endeavours to implement measures to safeguard infrastructure and services. **While using the Internet however, the Customer will be exposed in particular to the following data protection risks:**

- Unencrypted e-mail and unencrypted data communication may be read by unauthorised parties, altered, suppressed or delayed.
- Sender identities may be falsified.
- Postings to newsgroups, forums and chats may be forged, falsified or analysed by third parties.
- Third parties may monitor unencrypted data traffic between devices and WLAN antennas or Internet traffic in the World Wide Web, and thus find out in particular about content, usage behaviour, usernames and passwords.

5.2 Data processing Overview

Swisscom processes the login, system and peripheral data generated at the given hotspot (location) to provide its services and conduct analyses from the use of the Swisscom Public WLAN service. Content data is processed by Swisscom solely for the purpose of telecommunication transmission. Swisscom reserves the right to carry out processing ordered by a competent authority.

Data and purpose of data processing

When registering to use the service, the customer automatically sends the following system and peripheral data along with the registration data that he gives to Swisscom during the registration procedure:

- Data regarding the device used (operating system, type of device and manufacturer)
- MAC address and IP address of device
- IMSI and mobile phone number (if available)
- User name (if available)
- Identification of the SSID used with time, date and location
- Browser used (if available)
- Login type

Any time the customer uses the Swiss Public WLAN, Swisscom also saves the Swisscom Public WLAN access point as well as the time and date.

Swisscom uses the collected personal, system and peripheral data to render its services, to meet legal information duties and to handle and cultivate customer relations, namely to ensure a high quality of service and for invoicing and marketing purposes. Swisscom does not pass personal data on to third parties except in the cases described in section 5.3.

Furthermore, Swisscom processes the collected data without establishing a personal connection in order to carry out analyses, in particular about streams of movement at and between Swisscom Public WLAN locations. If data from other sources are linked in the process, steps are taken to ensure that no personal connection is established. As regards information gained from analysis processes, Swisscom is entitled to make use of this information and pass it on to third parties in anonymized form.

After 6 months have passed after the last login, peripheral data is deleted permanently or stored only in anonymized form without any further possibility of establishing a personal connection.

5.3 Disclosure of personal data

Should there be substantiated suspicion of illegal or contractually improper usage, a personalised analysis of the personal data available to Swisscom may be made at the request of the responsible public authority. Swisscom may also forward a user's personal data to third parties if this is necessary for enforcing claims. Furthermore, Swisscom must comply with statutory monitoring and disclosure obligations.

5.4 Cookies

In order to simplify and continually improve the Swisscom Public WLAN registration process, Swisscom may store information – known as cookies – in the Customer's device memory.

The Customer is free to neutralise or delete cookies in the device memory. However, by doing so, the Customer accepts that specific services that take place via Public WLAN access may become restricted or unavailable under certain circumstances.

6. Charges

Swisscom Public WLAN offers are free.

7. Start, duration and termination

The Contract or Contract Supplement will come into effect when Swisscom grants the Customer access to the Internet via Swisscom Public WLAN on the basis of a successful registration. In the case of offers with limited time or volume, the Contract ends when the applicable limit is reached. In the case of other offers, the Contract ends through termination by one of the parties, be that Swisscom Public WLAN itself or a Swisscom service that integrates Swisscom Public WLAN as a supplementary service.

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